

ASSUMPTION OF RISK, RELEASE AND AGREEMENT  
TO HOLD HARMLESS AND INDEMNIFY

Makers Local 256 provides and maintains a facility at 3409 Governors Drive, Huntsville, Alabama (the "MakeShop") to which people come to work on various projects and makes available to people rightfully at the MakeShop certain tools and equipment, including, but not limited to powered tools.

In consideration of being permitted to use the MakeShop and Makers Local 256 tools and equipment, I, the undersigned, agree as follows:

1. It is my personal responsibility, and I will so instruct any guest brought by me to the MakeShop, to learn and comply with all rules, regulations and instructions of Makers Local 256 related to use of the MakeShop and Makers Local 256 tools and equipment.
2. I will wear safety equipment at all times at the MakeShop and agree not to use power tools if appropriate safety equipment is not available.
3. I will use no power tools indoors.
4. I understand that home made bladed power tools are not allowed at the MakeShop.
5. I understand that there is no public phone available at the MakeShop and that if I am injured while at the MakeShop, if no one is available with a cell phone, there is no phone available.
6. By entering the MakeShop, I represent and warrant to Makers Local 256 that I and any guest with me are familiar with and know how to safely use the power and other tools and equipment available at the MakeShop and are capable of deciding whether or not it is safe for us to remain at the MakeShop.
7. I have the power to accept and assume all risks of being at the MakeShop and of using Makers Local 256 facilities and equipment to work on various projects.
8. My participation in activities at the MakeShop is totally voluntary and I elect to participate in spite of any risks involved.
9. It is my responsibility to see that any guest of mine acts responsibly while at the MakeShop.
10. Makers Local 256's insurance does not cover me and I am responsible for purchasing and maintaining any and all health, liability and other similar insurance I may desire.
11. Knowing the risks of working at the MakeShop and in consideration of being permitted to use the MakeShop, I hereby freely and voluntarily assume any and all risks arising from or in any way connected with my presence at the MakeShop or use of any Makers Local 256 tools or equipment, including, without limitation, any risk related to hazardous conditions at the MakeShop, injuries that may occur as a result of equipment that malfunctions or breaks, any slip, fall, dropping of equipment, any improper maintenance of equipment or work area, any hazardous condition that may exist in a work area or the surrounding property or the negligent act or omission of Makers Local 256, its members, officers, employees or agents. To the maximum extent permitted by law, for myself, my heirs, personal representatives and assigns, I hereby waive, release and discharge and hold harmless from and indemnify Makers Local 256 and its members, officers, employees and agents against any and all claims, present and future, damages, demands, liability, rights of action and causes of action arising out of or in any way connected with my presence at the MakeShop or use of Makers Local 256 facilities, tools or equipment or the presence of a guest of mine at the MakeShop, including, without limitation, liability for any loss of property, death or injury suffered by me or for which I may be liable to any other person resulting from any cause, including, but not limited to the negligent act or omission of Makers local 256, its members, officers, employees and agents.
12. In a medical emergency in which I am unable to provide competent approval to medical treatment, the members, officers, employees and agents of Makers Local 256 are authorized to consent to medical treatment for me and are granted the right to agree in my name to the disclosure of any confidential or privileged communication or information related to the rendering of any such care. I confirm that any costs incurred that are not covered by my medical insurance are my responsibility to pay. I hereby waive, release and discharge Makers Local 256, its members, officers, employees and agents from any claims for damages in connection with decisions made as to first aid or emergency medical treatment for me. I further agree to indemnify and hold harmless Makers Local 256, its members, officers, employees and agents from any liability, claim, law suit, cost, damage or expense in connection with first aid or emergency medical treatment given me related to my use of or presence at the MakeShop.

I WARRANT THAT I AM 18 YEARS OF AGE OR OLDER AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND FREELY SIGNED THIS ASSUMPTION OF RISK, RELEASE AND AGREEMENT TO HOLD HARMLESS AND INDEMNIFY AND FULLY UNDERSTAND THAT BY SIGNING IT I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING LEGAL ACTION OR ASSERT A CLAIM AGAINST MAKERS LOCAL 256, ITS MEMBERS, OFFICERS, EMPLOYEES OR AGENTS AND AM AGREEING TO HOLD MAKERS LOCAL 256, ITS MEMBERS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND TO INDEMNIFY THEM AGAINST CERTAIN CLAIMS AND LIABILITY.

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UNDERSIGNED'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Please print name